

APPENDIX M

CONTRACT ADMINISTRATION DOCUMENTS

NOTE: Refer to Subject 20.130 of this Manual for further information

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APPENDIX M-1 - Sample Cure Letter

(NOTE: The following letter is used when a Contractor has failed to perform or deliver as required by the terms and conditions of the contract. It provides the Contractor a period of time to correct or "cure" the deficiency and places the Contractor on notice as to the consequences for failure to take the required corrective action. The Contractor can be given an oral notice to cure which should then be confirmed in writing.)

Dear _____:

Reference: Purchase Order/Contract Number _____.

Delivery (performance) on the above referenced purchase order (contract) has not been completed. You are hereby requested to make delivery (complete the project) within ____ days of the date of this letter. Failure to make delivery (complete the project) within the stated time limit will result in (1) termination for default; (2) action taken to procure the items or service from other sources and charge the additional cost to your company; and (3) removal of your company from the Vendor's List.

Sincerely,

Appendix M-2 - Default Letter

(NOTE: The following letter is used when a Contractor has failed to take appropriate corrective action as notified in a "cure letter", (M-1). It notifies the Contractor that the contract is being terminated for default and that when the CSB purchases the goods or services from another source any additional cost to the CSB will be billed to the Contractor.)

Dear _____:

Reference: Our Notice of Contract Deficiency Letter dated _____.

Reference is made to our Notice of Contract Deficiency dated _____ and our telephone conversation this between (CSB official) and (Contractor official).

This is confirm that (name of contractor) has been placed in default for failure to take corrective action to deliver the goods (perform the services) within the additional time granted in the referenced letter. Subject contract (purchase order) is hereby terminated for Default. _____ Community Services Board will repurchase the specified goods (services). You will be promptly notified of any additional purchase or administrative costs for which you become liable as a result of this default.

Sincerely,

APPENDIX M-3 - Request for Payment Letter

(NOTE: This letter is used when termination for default action has been taken and the goods or service has been repurchased at an additional cost to the CSB. The former Contractor is then billed for the additional cost by means of this letter)

Dear _____:

Reference is made to our letter dated _____, subject: Notice of Termination for Default on Purchase Order (Contract) No. _____. The specified goods (services) have been repurchased at an additional cost to the _____ Community Services Board of \$_____. (Former contractor) is indebted to the _____ Community Services Board in the amount of \$_____ and is requested to submit a check to this office payable to the _____ Community Services Board. Your firm will be removed from our Vendors' List for _____ days or until receipt of this payment, whichever occurs first.

Sincerely,

APPENDIX M-4 - Default and Request for Payment Letter

(NOTE: In some instances a Contractor will notify the CSB that they refuse to or cannot deliver or complete performance on a contract. In those situations it is not practical to follow the procedure of using a cure notification, a Termination for Default Letter and a Demand for Payment Letter. Instead, this letter may be used.)

Dear _____:

Reference is made to your letter (telephone conversation) dated _____ of your firm's refusal to perform on subject contract (purchase order).

This is to confirm that (Contractor) has been placed in default for failure to take correction action to deliver (perform the service) within the time specified in the referenced letter (contract). Subject contract (purchase order) is hereby canceled. The specified goods (services) have been repurchased at an additional cost to the _____ Community Services Board of \$ _____. A copy of Purchase Order Number _____ is enclosed. (Contractor) is indebted to the _____ Community Services Board in the amount of \$ _____ and is requested to submit a check to this office payable to _____ Community Services Board. Your firm is removed from our mailing list and is ineligible to receive awards until receipt of this payment.

Sincerely,

APPENDIX M-5 ASSIGNMENT OF CONTRACT ADMINISTRATION LETTER

_____ Community Services Board

Date

TO: (Name), Contract Administrator

FROM: (Contract Officer)

SUBJECT: ASSIGNMENT OF CONTRACT ADMINISTRATION

PROJECT: (Name of Contract)

CONTRACT NUMBER: XXXXX-XXX

Contractor: (Name and Address of Contractor)

Period of Contract: XXXX XX, 200X through XXXX XX, 200X

Renewal Options: (Number) one-year renewal option available

Compensation: See Attached.

NOTICE: You are hereby appointed Contract Administrator for the above named contract. Your duties and responsibilities are as follows:

- Day to day coordination of the delivery of this service:
 - Maintain a detailed file of communication (oral and written) with the Contractor.
 - Review Contractor's work to ensure compliance with requirements of the contract with no substitutions of personnel, equipment, or type of service.
 - Monitor due dates and projected time line activities.
 - Certify that required reports are submitted in the proper format and with the proper information.
- Administer contract performance evaluations and participate in performance evaluation meetings of key staff, as appropriate.
 - Inspect work and services. Document performance outcomes, timeliness, efficiency and effectiveness.
 - Assist the Contractor and the Purchasing Office in interpreting technical requirements. The Purchasing Office is the principal interpreter of the project.
 - Notify the Purchase/Contract Officer if any administration duties are delegated.
- Report persistent or serious service delivery failures or other compliance failures by the Contractor to the Purchasing Office.
- Assure that proper action has been taken to modify the contract through the Purchasing Office before the Contractor proceeds with any changes. Make written recommendations to the Purchasing Office regarding any changes needed in the scope of work, duties of the parties, contractual terms or other

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elements of the contract.

- Submit written recommendations with justifications to the Purchase/Contract Officer regarding any changes needed in the contract.
- Monitor budget and funding activities associated with the project and promptly report any issues or inconsistencies.
 - Track funding and costs associated with the project.
 - Assure that funding limits are not exceeded without identification of additional resources through the Fiscal Office and approval by the Purchase/Contract Officer.
 - Review contractor invoices and recommend approval or disapproval for payment as appropriate in accordance with the Prompt Payment Act.
 - Prepare or arrange for the preparation of any cost estimated associated with increasing or decreasing any work or activities or performances of the work.
- Keep the Purchase/Contract Officer informed regarding the status of performance of the contract.
- Notify Purchase/Contract Officer of completion of work.
- Assure that the Contractor complies with all of the attached special requirements of this contract.

This contract, the scope of work, technical requirements, terms and conditions or other elements of the contract may not be extended, increased, decreased or modified in any way without action through and approval by the Purchase/Contract Officer. The Contract Administrator shall not:

- ☐ Make commitments to the Contractor which involve funding or contract changes.
- ☐ Promise additional work.
- ☐ Modify terms and conditions of the contract.
- ☐ Change the period of performance.
- ☐ Issue stop work orders.
- ☐ Accelerate or decelerate the delivery schedule.
- ☐ Negotiate, approve or execute agreements.
- ☐ Authorize additional agency furnished property or services.
- ☐ Authorize performance of work outside the scope of the contract.
- ☐ Add additional users to the contract.